

JUDICIAL ASSISTANCE

**Agreement Between the
UNITED STATES OF AMERICA
and BOTSWANA**

Signed at Gaborone July 24, 2000



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“ . . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

BOTSWANA

Judicial Assistance

*Agreement signed at Gaborone July 24, 2000;
Entered into force July 24, 2000.*

**AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF BOTSWANA
CONCERNING AN INTERNATIONAL LAW ENFORCEMENT
ACADEMY**

**The Government of the United States of America (the "United States")
and the Government of Botswana ("Botswana") (hereinafter referred to as
"the Parties"),**

**In view of their long-standing and close cooperation in law enforcement
and their mutual interest in combating transnational crime and developing
closer regional law enforcement cooperation;**

Have agreed as follows:

ARTICLE 1
ESTABLISHMENT AND STATUS
OF THE ACADEMY

The International Law Enforcement Academy ("the Academy") is hereby established in Botswana. The Academy shall operate as a joint effort of the United States and Botswana.

ARTICLE 2
OBJECTIVES

The objectives of the Academy shall be:

- 1. to support criminal justice institution-building in Africa, with an emphasis on rule of law, democratization and the building of law enforcement capacity.**
- 2. to strengthen cooperation among countries in Africa to address problems of narcotics and crime.**
- 3. to provide quality training and institution-building assistance to combat transnational crimes including terrorism, narcotics trafficking, financial crimes, cyber crime, illegal firearms trafficking and migrant smuggling; and**
- 4. to strengthen cooperation among the law enforcement communities of Botswana, the United States, other African countries and elsewhere.**

ARTICLE 3
IMPLEMENTATION OF THE AGREEMENT

The executive agent responsible for fulfilling the terms of this Agreement shall be, for the United States, the Department of State, and,

for Botswana, the Ministry of State President. Guidelines for implementing this agreement will be detailed in a separate document.

ARTICLE 4

JOINT UNITED STATES - BOTSWANA COMMITTEE

There shall be a high-level Joint United States -Botswana Committee (hereafter the "Joint Committee") to provide overall policy guidance to the Academy. The Joint Committee shall operate by consensus and shall exercise the responsibilities conferred on it under this Agreement. The Joint Committee shall consist of one senior representative appointed by each Party and such other members as are agreed upon by those representatives, provided that there shall be an equal number of representatives from each Party and the total membership shall not exceed eight. In addition, the Program Director and the Managing Director shall be ex-officio members of the Committee. Each Party shall notify the other of the appointment of its senior representative through the diplomatic channel. The Joint Committee shall report to the Parties and its actions shall be subject to the approval of the Parties. The Chair of the Joint Committee shall rotate between the two Parties. The Joint Committee shall meet twice a year unless otherwise agreed by the Parties.

ARTICLE 5

ORGANIZATION OF THE ACADEMY

1. The Academy shall be headed by a Program Director named and funded by the United States who shall have authority and responsibility for the operation of the Academy, subject to the overall authority of the Director of Police Training of Botswana in respect of the use of facilities that are jointly used by the Police College and the Academy. The Program Director shall be assisted by at least one Deputy Director named and funded by the United States.

2. The Academy shall have a Managing Director named and funded by Botswana who shall be responsible for the administration and

management of the Academy facility and for the supervision of any Botswana Government personnel assigned to the Academy.

3. The Program Director and the Managing Director shall jointly determine the internal structure and administrative rules applicable to the Academy.

4. In consultation with the Joint Committee, the Program Director may establish other offices and employ individuals to fill those offices, provided that the United States shall fund all such offices.

5. In consultation with the Joint Committee, the Program Director shall prepare by August 1 of each year an annual Training Plan and Training Budget.

ARTICLE 6

FACILITIES FOR THE ACADEMY

1. Botswana shall identify the site and the facilities to serve the Academy, to be agreed upon by the Parties.

2. (a) Subject to the availability of appropriated funds, Botswana shall bear the costs of maintaining and operating the facilities, on a cost recovery basis to the extent feasible.

(b) The Parties shall mutually decide on: plans for the design, construction and/or renovation of the facilities; the contracting process to be utilized; selection of contractors; and measures to supervise the conduct of construction and/or renovation work.

3. Subject to the availability of appropriated funds which is a matter for the United States Congress to decide, the United States shall contribute \$3 million toward the establishment of the Academy, and shall also provide necessary equipment and furnishings.

4. Ownership of the facilities, fixtures and furnishings of the Academy shall be vested in Botswana, unless otherwise agreed by the Parties.

5. The facilities dedicated exclusively to the Academy shall remain so dedicated for the duration of this Agreement, unless otherwise agreed by the Parties.

ARTICLE 7

PROGRAM AND OTHER COSTS

1. Subject to the availability of appropriated funds which is a matter for the United States Congress to decide, the United States shall bear the costs relating to the programs offered by the Academy, provided that countries that are able to do so, other than Botswana, will fund their students and instructors.

2. Program costs shall include a per diem allowance for each student to cover lodging, meals and incidental expenses of the student, plus recovery of Botswana's capital contribution to the construction of the Academy, up to a limit of \$4 million amortized over 30 years. Obligations under this paragraph will cease if and when this Agreement is terminated.

3. The Parties shall establish guidelines on the further definition of costs described in Articles 6 and 7, and on the further allocation of costs described in Article 6.

ARTICLE 8

OVERSIGHT

1. The Academy shall supply either Party, upon request, with information regarding the use of funds or assets provided or financed by that Party within the framework of this Agreement.

2. The Parties shall evaluate jointly, on an annual basis, the implementation of this Agreement, and shall provide each other with all information necessary for such evaluations.

3. In the event of termination of this Agreement, the Academy shall submit to the Parties a comprehensive report on the resources of the Academy and the uses to which they were put.

4. If either Party so requests, the Academy's finances shall be audited by an international independent Certified Public Accounting firm chosen and paid for by the requesting Party.

5. In the initial stages, for as long as the United States deems necessary, the United States will assign a financial manager to the Academy. This manager will, subject to the supervision of the Program Director, oversee all expenditures of United States funds.

ARTICLE 9 FISCAL YEAR

The Academy's fiscal year shall begin on October 1.

ARTICLE 10 TAXATION OF THE ACADEMY

1. Botswana shall ensure that goods and services imported for purposes of constructing, renovating and operating the facilities of the Academy shall be free of customs duties, import taxes, value-added taxes, and any other similar taxes or charges.

2. Botswana shall ensure that the Academy will not be subject to taxation or other state charges.

ARTICLE 11
PRIVILEGES AND IMMUNITIES FOR
ACADEMY PERSONNEL

1. Upon notification by the United States, Botswana shall accord the Program Director and other senior Academy officials privileges and immunities equivalent to those accorded to diplomatic agents under the Vienna Convention on Diplomatic Relations. This paragraph shall not apply to any such individuals who are nationals of Botswana.

2. Upon notification by the United States, Botswana shall accord instructors, advisors, consultants, and other members of the staff of the Academy who are not nationals of Botswana privileges and immunities equivalent to those accorded to members of the administrative and technical staff of a diplomatic mission under the Vienna Convention on Diplomatic Relations.

ARTICLE 12
OTHER BENEFITS FOR ACADEMY
INSTRUCTORS AND TRAINEES

1. An Academy instructor or trainee who is not a Botswana national, and who is paid for by the United States or any other foreign source and is temporarily in Botswana, shall be exempt from:

- (a) any taxes imposed under the laws of Botswana with respect to payments received from the Academy;
 - (b) any customs, import or export duties or taxes otherwise imposed upon personal or household goods brought to Botswana;
 - (c) any taxes related to lease of a personal residence;
- and

- (d) any obligation to obtain a work permit or to pay social insurance contributions.

2. Botswana shall not charge for visas and residence permits issued to Academy instructors and trainees who require them in respect of their attendance or service at the Academy.

ARTICLE 13 DISPUTE SETTLEMENT

Any dispute regarding interpretation or implementation of this Agreement shall be submitted in the first instance to the Joint Committee for resolution. If the Joint Committee cannot resolve the dispute, it shall be submitted to the Parties through their executive agents.

ARTICLE 14 ENTRY INTO FORCE, MODIFICATION AND TERMINATION

1. This Agreement shall enter into force upon signature.
2. Either Party may request, through diplomatic channels, consultations on amendment of this Agreement. This Agreement may be amended by exchange of diplomatic notes.
3. Either Party may terminate this Agreement at any time by giving written notice to the other Party, and the termination shall be effective six months after the date of receipt of such notice.
4. If the Agreement is terminated by the United States before September 30, 2010, due to a material breach of the Agreement on the part of Botswana, Botswana shall reimburse the United States the depreciated value at the time of termination of any fixtures, furnishings, equipment (including computers), and vehicles funded by the United States.

IN WITNESS WHEREOF, the undersigned, being duly authorized
by their respective Governments, have signed this Agreement.

DONE in Gaborone, on the 24th day of July, 2000.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

FOR THE GOVERNMENT
OF BOTSWANA:

